AMENDED MEMORANDUM OF UNDERSTANDING

This AMENDED MEMORANDUM OF UNDERSTANDING is entered into this day of February, 1972, by the University of Alaska (hereinafter, the "U of A"), and Alaska Methodist University (hereinafter, AMU).

WITNESSETH:

WHEREAS, U of A plans to expand its campus at Anchorage, Alaska, and requires suitable land to carry out that expansion; and

WHEREAS, AMU has patent to land in the Anchorage area which is suitable for such expansion; and

—WHEREAS, due to developments occurring subsequent to the execution of the MEMORANDUM OF UNDERSTANDING dated January 8, 1972, between the above mentioned parties, it is necessary to amend the same in accordance with the provisions hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

1. AMU agrees to convey to U of A in fee simple absolute approximately 197.5 acres of land described as follows:

   Parcel No. 1: The Southeast One-quarter (SE 1/4) of the Southeast One-quarter (SE 1/4) of Section Twenty-one (21), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

   Parcel No. 2: The South One-half (S 1/2) of the Southwest One-quarter (SW 1/4) of Section Twenty-two (22), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

   Parcel No. 3: The Northeast One-quarter (NE 1/4) of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

   Parcel No. 4: The Northwest One-quarter (NW 1/4) of the Southeast One-quarter (SE 1/4) of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West.
(R3W), Seward Meridian.

Parcel No. 5: The West half (W 1/2) of the Northeast One-quarter (NE 1/4) of the Southeast One-quarter (SE 1/4) of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

Parcel No. 6: All that portion north of University Drive of the North One-half (N 1/2) of the Southwest One-quarter (SW 1/4) of the Southwest One-quarter (SE 1/4) of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

Parcel No. 7: All that portion north of University Drive of the Northwest One-quarter (NW 1/4) of the Southeast One-quarter (SE 1/4) of the Southeast One-quarter (SE 1/4) of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

Parcel No. 8: The easterlymost two and one-half (2 1/2) acres of the North One-half (N 1/2) of the Southwest One-quarter (SW 1/4) of the Northeast One-quarter (NE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

Parcel No. 9: The Southwest One-quarter (SW 1/4) of the Northwest One-quarter (NW 1/4) of the Northwest One-quarter (NW 1/4) of the Southeast One-quarter (SE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian; and

The Southwest One-quarter (SW 1/4) of the Northwest One-quarter (NW 1/4) of the Southeast One-quarter (SE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian; and

The Southwest One-quarter (SW 1/4) of the Southeast One-quarter

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(SE 1/4) of the Northwest One-quarter (NW 1/4) of the Southeast One-quarter (SE 1/4) of Section Twenty-eight (28), Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian.

2. All parcels have been patented to AMU under U. S. Patent No. 50-64-0186 and 50-64-0187, dated June 2, 1964, and the U of A’s use shall be subject to the restrictions imposed in the original patents. This conveyance is subject to the approval of the Secretary of the United States Department of the Interior. Both parties agree to cooperate in planning for the use and development of their adjoining lands.

3. The U of A shall pay AMU the sum of One million nine hundred fifty thousand dollars ($1,950,000) for the above described parcels of land with one-half (1/2) thereof payable on March 20, 1972, as soon as a legislative appropriation for this purpose is enacted, and the remaining one-half (1/2) thereof payable on July 1, 1972.

4. AMU shall dedicate in perpetuity the balance of its main Anchorage campus which it holds under the November 28, 1958, U. S. Patent No. 1150278, including both land and existing and future buildings, to nonprofit education, health, recreation and conservation or related public purposes. The U of A has the right to enforce this dedication.

5. AMU and U of A shall implement the Memorandum of Understanding of August 11, 1969, commonly known as the “Consortium Agreement,” to guarantee the sensible elimination of duplication of higher educational opportunities in Anchorage consistent with the stated objectives of the respective higher education institutions in the Anchorage area. AMU shall make available to the U of A classrooms and other facilities not now being fully utilized without further payment effective at once. The U of A and AMU shall establish and implement a common calendar for major terms in each academic year commencing with the 1972-73 academic year. The Legislative Council of the Alaska State Legislature shall oversee the implementation of the “Consortium Agreement” and shall enforce recommendations and settle disputes between AMU and U of A.
6. The implementation of this agreement is subject to legislative
   appropriation.

7. The Memorandum of Understanding is hereby declared null and void.

Dated at Anchorage, Alaska this 11th day of March, 1972.

UNIVERSITY OF ALASKA

By: [Signature]
    President, Board of Regents

Attest:

[Signature]
    Secretary, Board of Regents

ALASKA METHODIST UNIVERSITY

By: [Signature]
    Chairman, Board of Trustees

Attest:

[Signature]
    Secretary, Board of Trustees